

OXC-3316
Copy 2 of 6

NEGOTIATED CONTRACT

Contract No. SB-3662

25X1A

Lockheed Aircraft Corporation
Burbank, California

Contract for: (See Schedule)

Amount: (See Schedule)

Mail Invoices to:

Performance Period: See Schedule

Inspection Point:
Contractor's Plant, Burbank or
Bakersfield, California,
and/or Area

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a corporation, incorporated in the State of California, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this Contract shall be subject to and governed by the attached Schedule, and General Provisions, which together with this signature page and the accompanying certificate, comprise this Contract No. SB-3662. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
16 APR 1962, 1962.

Signatures:

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LOCKHEED AIRCRAFT CORPORATION

THE UNITED STATES OF AMERICA

BY Clarence L. Johnson

BY [Redacted]

CLARENCE L. JOHNSON

TITLE Vice President

TITLE Contracting Officer

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Approved For Release 2001/07/26 : CIA-RDP70B00783R000100180017-6

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Contract No. SA-3662
[REDACTED]

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SCHEDULE

PART I - STATEMENT OF WORK

The Contractor shall furnish engineering services and materials as necessary to accomplish the work set forth in Exhibit "A", attached hereto and made a part of this contract at the price set forth herein.

PART II - DELIVERY

The Contractor shall accomplish the work and furnish the data to the Government in accordance with the provisions of Exhibit "A".

PART III - CONSIDERATION AND PAYMENT

a. The total contract price for the work set forth in Exhibit "A" is [REDACTED]. This price is subject to the provisions of the clause hereof entitled "Retroactive Price Redetermination After Completion."

b. There is hereby allotted for the performance of this contract the sum of [REDACTED] any additional funding requirements being subject to availability to the Government of appropriated funds for this purpose.

PART IV - OVERTIME

It is recognized and agreed that overtime will be required in order to fulfill the performance schedule of the contract. The Contractor agrees to limit such overtime, insofar as practicable, consistent with meeting such schedule. Therefore, no restrictions are imposed on such overtime and prior approvals therefore are not required.

PART V - SUBCONTRACTS

For the purpose of this contract, the Contracting Officer has approved the Contractor's purchasing system. Such approval shall be deemed to satisfy any requirements for approval of such subcontracts and purchase orders contained herein.

PART VI - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VII - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VIII - GOVERNMENT-FURNISHED PROPERTY

The Government shall furnish for use hereunder the cockpit mock-up delivered under Contract No. SB-3660. Contractor is authorized to make modifications and revisions to it as deemed necessary in the performance of work hereunder. The mock-up will not be returned to its original configuration.

PART IX - ANTICIPATORY COSTS

All costs which have been incurred on and after 26 February 1962 by the Contractor in anticipation of this contract and prior to the signing thereof, and, which if incurred after the signing of this contract would have been considered as allowable items of cost, shall be allowable items of cost in redetermination of the contract price.

PART X - RETROACTIVE PRICE REDETERMINATION AFTER COMPLETION

a. Because of the nature of the work called for by this contract and the uncertainty as to cost of performance hereunder, the parties agree that the contract price hereof may be adjusted in accordance with the provisions of this clause.

b. Within sixty (60) days after the completion or termination of this contract, the Contractor will prepare and submit to the Contracting Officer a revised price proposal for the services and work furnished on the contract, supported by a cost statement, itemized so far as is practical in the manner prescribed by DD Form 784, together with such other information as may be pertinent in the negotiation for a revised price pursuant to this clause. The Contracting Officer shall have the right at all reasonable times to make or cause to be made such examinations and audits of the Contractor's books, records, and accounts as he may request.

c. Upon the filing of the statement and other pertinent information required by paragraph b. of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon a reasonable revised price for the entire contract which, upon the basis of such statements and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In establishing such revised price, the following shall control: The contract price set forth in PART III, as such contract price has been adjusted pursuant to the clause hereof entitled "Changes," shall be redetermined upward to a maximum of one hundred ten percent (110%) of such contract price. The contract price set forth in PART III shall also be redeterminable downward. The Contractor will exert his best efforts to perform the work for less than the contract price. It is agreed that in the event the total of all costs are less than such contract price, as adjusted pursuant to the clause hereof entitled "Changes," the Contractor shall be allowed to retain the difference between the contract price and total costs up to a maximum of fifteen percent (15%) of the contract price. In no event shall the final price exceed [REDACTED]

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d. If within ninety (90) days after completion or termination of this contract or such further period as may be fixed by written agreement, the parties shall fail to agree upon a revised price in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause herein entitled "Disputes."

e. In the event of a price increase, the Government will pay or credit to the Contractor the amount by which the revised price shall exceed the contract price aforesaid. In the event of a decrease in price, the Contractor will repay or credit the amount of such decrease to the Government in such manner as the Contracting Officer may direct.

f. For any of the purposes of the clause herein entitled "Termination for the Convenience of the Government," (including without limitation computation of the "total contract price" and "the contract price of work not terminated"), the contract price shall be the revised contract price, agreed upon under paragraph c. of this clause or determined under paragraph d. of this clause, as the case may be.

PART XI - CONTRACTOR INTER-RELATIONSHIP

It is recognized and agreed that information must be provided to and obtained from other participating contractors in the performance of the work set forth under Exhibit "A". The Contractor will decide on the appropriateness of data to be exchanged in the event of conflict between other contractors.

GENERAL PROVISIONS

The General Provisions of this contract shall consist of the following clauses:

25X1A a. All the clauses of Section A of Contractor's Basic Agreement Contract No. [REDACTED] said contract being incorporated herein by reference, except as revised as follows:

(1) Clauses A.8 and A.40 are deleted in their entirety.

(2) Clause A.10 - Examination of Records, is amended by substituting the words "Contracting Officer" whenever the words "Comptroller General of the United States" appears.

b. The following clauses of Section B of said Basic Agreement are incorporated herein:

B.2, B.4, B.6, B.13, B.14, B.19, B.21, B.22, B.32, B.35

c. All the clauses of Section D of said Basic Agreement.

EXHIBIT "A"

Contract No. SB-3662

A. Contractor shall furnish the necessary engineering services and materials to accomplish the work set forth below and furnish the data and reports as set forth herein.

Item 1 - Contractor shall design and construct two (2) mock-ups of the Strike/Reconnaissance Version of Contractor's Model A-12 Aircraft. The mock-ups should include the forward fuselage section, including typical missile bays, cockpits, and radar installations. Contractor is authorized to modify as necessary the A-12 mock-up for the above purposes.

Item 2 - Contractor shall perform an engineering study for systems integration and vehicle design. Contractor will be furnished subsystem data involving the radar, aircraft, and missile guidance and missile configuration and characteristics from the associate contractors who are under separate contract with the Government.

Item 3 - Contractor shall submit monthly informal progress reports describing technical progress made and current status of design. Contractor shall also submit a final technical report and alternate designs of the Strike/Reconnaissance Vehicle.

B. The work called for under paragraph A above shall be accomplished and the data or services furnished in accordance with Exhibit "B" attached hereto and made a part of this contract.